APPENDICES

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TRANSCRIPT OF DISTRICT COURT
PROCEEDINGS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
79 Civil 2139

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AMY ROWLEY, by her parents and natural guardians, Clifford and Nancy Rowley, and Clifford and Nancy Rowley, in their own right,

Plaintiffs,

-against-

THE BOARD OF EDUCATION OF THE HENDRICK HUDSON CENTRAL SCHOOL DISTRICT, WESTCHESTER COUNTY, etc., et al

Defendants.

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Before:
HON. VINCENT L. BRODERICK
District Judge

New York, September 26, 27, 28, October 4, 1979

Pages 77-80

Q What are some activities with Amy using either total communication or an interpreter?

* * * * * * * *

A Amy has been getting total communication since she was young, ever since she was born. She has learned a lot from our communication and from her brother and cousin and aunt. Even when we go outside the home, she still gets all the communication from us, asking questions; we give her

answers. We are so involved in so many things that we have many hearing friends who are skillful in total communication, signing, signing to Amy. She is so engrossed that she has picked up so much knowledge. It is from interpreting -- she has an interpreter in church and in Sunday school. Even when we go to see a play, for the county, they will provide her with an interpreter, for plays such as "Sleeping Beauty," "Little Red Riding Hood," things like that, and going to Washington, New York City to see plays that do provide interpreters or signing.

And this month she has observed very skillful memorial services for two hours, just concentrating so much that she has picked up a lot from the services.

She also had been visiting the museum, where they have provided sign language interpreters.

All these things have really enriched her, that makes her up to level with her peers today.

We also have a literary circle once a month -- I mean once a year provided in our home, and the hearing person again, who will be the speaker, will also have an interpreter.

Amy has participated in those kinds of things. Much of her life has been with total communication.

Q You talked about church and Sunday school.

Do you belong to a church for the deaf or did you make special arrangements with your church to have interpreters available for your husband, you and Amy?

MR. SHERMAN: I am going to object to this as really not relevant to our inquiry here today. Aren't we talking about educational placement here?

THE COURT: Yes, we are. I think I'll make the same ruling. I overrule the objection and I will, of course, consider all of these objections afterwards when I am deciding this matter.

MR. SHERMAN: Yes, your Honor.

Would you read the question, Mr. Reporter?

(Question read.)

A We made an effort to get services in our church. We do not belong to the church for the deaf. The interpreting is provided and it has worked our beautifully. The people really love it. They love it so much, they see how much of a communication gap is covered.

Q Could you try and estimate Amy's level of comprehension without total communication?

A I would say 50 percent. But that could be much less with people who have a different formation of the mouth, the face or the background. It may be dark. Maybe Amy would not be familiar with the content, and maybe the man might have a mustache or a beard.

AFFIRMATION OF MICHAEL A. CHATOFF:
RESPONSIBILITY FOR ANY DETRIMENT
TO PLAINTIFF'S EDUCATION
Docket No. 22
(Title omitted in printing.)

STATE OF NEW YORK)
COUNTY OF QUEENS) :

MICHAEL A. CHATOFF, affirming under pain of perjury, says:

1. I am the attorney for the plaintiffs in the above-entitled action and I am familiar with the proceedings herein.

2. On July 13, 1979, in Chambers, and at all times prior thereto, the attorney for the defendant, Hendrick Hudson Central School District, argued that the retention of an interpreter for Amy Rowley would be financially devastating for the school district.

On August 17, he argued that cost is not a factor; that the defendant school district refuses to appoint an interpreter for Amy Rowley because an interpreter would be detrimental to her educational development. See also, August 21, 1979 Affidavit of Dr. Joseph P. Zavarella and the August 23, 1979 Affirmation of Raymond G. Kuntz.

3. I submit that as a result of this alteration of the argument of the defendant school district, no controversy exists anymore. Mr. and Mrs. Rowley will enter into a stipulation that they will assume responsibility for any detriment to Amy's educational development resulting from the use of an interpreter for her.

* * * * * * *

Dated: Jamaica, New York
August 27, 1979

MICHAEL A. CHATOFF

I declare and affirm under penalty of perjury that the foregoing is true and correct. Executed on August 27, 1979.